



CITY OF WATERTOWN, NEW YORK

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CITY MANAGER OUTLINES REASONS FOR CHANGES NEEDED TO FIREFIGHTERS CONTRACT

As a follow-up to previous correspondence from Mayor Joseph M. Butler, Jr., I have outlined below a number of reasons the City is seeking numerous changes to our current agreement with the Fire Union. The manning issues themselves are numerous and complex and further detail will follow in another Release. However, there are many other facts which contribute to the cost of the current model and make it unsustainable for the long term.

The Fire Department's fixed cost model, that is, the Collective Bargaining Agreement, must change. This fact was an outcome of the CPSM Analysis report of March 2015 which warned that unless changed, the model "may not be sustainable in the future." The study further confirmed: "95% of the department's operational expenses are fixed; operation costs are tied to a static staffing and deployment model; and staffing levels and costs are bound to the current minimum 'manning' requirements." Hence, the study's recommendation to not change staffing "at this time," directly reflects the need to change the root cause of the problem - - the fixed-cost model. The study also further confirmed that Local Government has the ultimate responsibility to establish the level of service within a community. This is not the case with the current staffing and deployment model of the Fire Department.

The Mayor's previous Release addressed much of the overtime issue, but you should know that the City's overtime for Fire is almost double the cost of any surrounding communities that are comparable in population, square miles and size of department (hereinafter "comparable communities"), with the exception of Ithaca, whose overtime costs are \$50,000 less.

Our personnel services cost per capita is one of the highest of the comparable communities. These costs are driven by our 15-person minimum manning provisions. We not only have more staff on duty daily, but we are “top heavy.” For every 1.8 firefighters, we have 1 supervisor. This is the lowest firefighter/supervisor ratio of any comparable community and the very reason Council elected to abolish 8 Captain positions on May 23, 2016. In the Police Department, for every 3.9 police officers, we have 1 supervisor.

Some things I believe you should know:

1. Cost of the Firefighters Unionized Work Force. While the Mayor shared with you earlier the average compensation and salary ranges, those figures did not reflect the average total cost for members of this unit:

Firefighters	\$95,000
Captains	\$113,000
Battalion Chiefs	\$136,000

While some of these costs are fixed (*e.g.*, retirement, social security), many that drive up our figures are subject to negotiation (*e.g.*, manning, leave time, vacation selections).

2. Cost of Fire Department Compared to Other Departments. A minimum manning provision¹ locks in fixed costs for the Fire Department. This does not occur in any other City department, *e.g.*, Police. As a result, we are one of approximately 15% of the cities in the State that pay more for fire personnel services than for police personnel services.

3. Civilianization. While related to the manning issue, the Union has refused to allow us to move two (2) members of their unit from Code Enforcement to the line, which would reduce costs. Until recently, there had been one Fire Captain and one Firefighter assigned to the Code Enforcement Bureau. The City recently replaced the Captain with a Firefighter and returned the Captain to line duty. A settlement agreement binds the City from returning the firefighters to the line. The City’s goal is to achieve cost savings and efficiency of Fire and Code Enforcement operations by replacing the 2 firefighters with 1 civilian.

4. Sick Leave Use. The Union and the Fire Chief and Deputy Chief have refused to recognize that there is a problem with sick leave use in the department. This unit utilizes almost twice as much sick leave as Police.

5. Leave Time. By law, firefighters are mandated to work an average of 40 hours per week. They work 10-hour days and 14-hour nights to meet this mandate, and when vacation is taken into account, they make approximately 151 appearances a year (24-hour shifts would result in approximately 77 appearances per year), not including use of sick leave.

During the first 4 years of their career, a firefighter will receive 272 hours more vacation than a police officer. That is equivalent to 34, 8-hour, days additional vacation.

For the 16th and 17th years of service, a firefighter receives 3 days more vacation per year, and at 21+ years of service, almost 5 days more vacation per year than a peer police officer. The most senior Battalion Chief is entitled to the equivalent of 43 days vacation. A day is referenced as an 8-hour day.

The method used to schedule work weeks to average 40-hours combined with the way vacations are selected triggers the need to backfill manning shortfalls and generates additional overtime.

¹ I will reveal further details in my next Release.

Sick leave use further compounds the need for overtime. A firefighter receives 6, 8-hour, days more sick leave per year than a police officer.

Over a 30-year career, a firefighter's vacation and sick leave entitlements exceed a police officer's by almost an entire work year. The City has proposed to equalize police and fire leave time.

Notwithstanding the above, the Union is asking for additional leave time, additional pay for such leave time, and the ability to use sick leave to care for a member of their household.

6. Union Proposals.

A. Wages. Notwithstanding the above, the Union seeks a wage increase higher than the PBA and our other unions received. They are asking in Arbitration for 4%, 3.75%, & 3.75% over three years. Police received a 1.5%, 2.5%, 2.5%.

B. Night Differential. The Union has asked for a night differential of \$.50 per hour for hours worked between 6:00 p.m. and 12:00 a.m. They are also asking for an additional \$.75 per hour for hours worked between 12:00 a.m. and 8:00 a.m. – a period of time when there are significantly lower fire calls, and they are permitted to sleep.

The police receive no night differentials.

C. Longevity. They have asked for longevity to be reinstated, *i.e.*, additional money simply for showing up another year.

D. 24-Hour Tours. Despite what the Union has said about this schedule saving money, it would result in the unit members appearing about 77 times per year and would cost more unless there were drastic reductions in leave time and efficiencies in scheduling such leave. Under this schedule, a firefighter would be scheduled to work 1 day for 13 weeks of 52, and for 2 days during the remaining 39 weeks. 24-hour tours pose an operational disconnect between management and a platoon causing the Chief and Deputy to see a platoon 1 time, and, at most 2 times each week.

E. Hazard Pay. The Union has asked for Hazard Pay, “Whenever a shift is staffed with less than 15 men...” prior to receiving the City’s proposal to remove the minimum manning clauses. No comparable community staffs with 15 men. Police do not receive Hazard Pay.

F. EMT Certification. They have asked that the requirement to maintain an EMT certification be removed for those members of the unit who are above retirement age.

G. Guaranteed Ranks. They have proposed the City use a “Department Table of Organization” that establishes a total of 84 unit members; the rank structure, *e.g.*, Captain; and, the number of positions by rank. This structure would require the addition of 13 staff members as compared to the Adopted Fiscal Year 2016-17 Budget, 10 Captains and 3 Firefighters and would cost the City more than \$700,000 annually to implement. Additionally, this clause would prevent the City from making adjustments to the size of the Department or changing the ratio of supervisors to firefighters in the future.

Notwithstanding what the Union has said, the above is based on the written proposals the Union has submitted to Interest Arbitration. Despite a comprehensive written proposal from the City at mediation, the Union has neither provided a written counterproposal, nor ever provided any counterproposal across the table.

Moreover, our information is based on data we have shared with the Union. They have not shared any similar information with us. We have asked for any contrary data, but have received nothing.